

TOWN OF HAMPTON  
INVITATION TO BID

The Town of Hampton, acting through its Town Manager, in accordance with the provisions of New Hampshire Revised Statutes Annotated Chapter 37, Section 6 and the provisions of the Town of Hampton Purchasing Policy and Purchase Procedures, will accept sealed bid prices on the following bid:

2010-050 Compost Screening

All bids must be submitted in accordance with the bid specifications and all requested information must be supplied. Failure to comply will be reflected in the evaluation of the bids.

The bid specifications for the above services and/or products are available in the Town Manager's office located at 100 Winnacunnet Road, Hampton, New Hampshire and on the Town Website at [www.hamptonnh.gov](http://www.hamptonnh.gov)

Sealed bids will be received until 2:30 PM on Tuesday, November 30, 2010 at the Town Manager's office.

Sealed bid envelopes must clearly be marked "2010-050 Compost Screening".

The Town of Hampton acting through the Town Manager and or the Board of Selectmen reserves the right to reject any or all bids, to award any bids, to waive any informality on bids received, and to omit any item or items as it may deem to be in the best interest of the Town. The decision of the Town Manager shall be final.

If further information is necessary, please contact Ryan Flynn, Engineering at (603) 929-5933.

Frederick Welch  
Town Manager

## TOWN OF HAMPTON GENERAL INFORMATION

The Town of Hampton, acting through its Town Manager, in accordance with the provisions of New Hampshire Revised Statutes Annotated Chapter 37, Section 6 and the provisions of the Town of Hampton Purchasing Policy and Purchase Procedures, will accept sealed bids on the following:

### 2010-050 Compost Screening

#### I. INTENT

The Hampton Department of Public works will accept bids from qualified contractors to screen approximately 5000 cubic yards of compost located at the Hampton Public Works Facility.

#### II. SPECIFICATIONS

1. The contractor will be required to transport equipment to the Hampton Transfer Station located at 1 Hardardt's Way.
2. A ½" screen or finer shall be used to remove large, unsuitable material.
3. All material, finished product and screenings, shall remain the property of the Town of Hampton.
4. Qualified personnel will screen the pile of composted material, leaving behind neat, accessible windrows of finished product as specified by a designated Hampton Public Works employee.
5. Screenings shall be moved to an onsite location to be determined.

#### III. AMOUNT/PRICING

The bidder shall price on the basis of "per cubic yard" of compost screened. This cost shall include the cost of all materials, labors, insurances, and mobilization costs associated with the screening process. The bidder shall honor this price for a duration of 180 days.

#### IV. SCHEDULE

The contractor will be expected to perform the work in a timely manner. Work should begin within two weeks of the date of award unless prior arrangements are made with the Town. Once begun, work shall be performed daily (weather permitting) until the job is complete. Work may only be performed during Public Work's business hours. Equipment shall be removed from the job site within 2 (two) business days following completion.

#### V. BIDDER REQUIREMENTS

The successful bidder will pay for any permits, licenses and certificates required to perform the work and/or services or products delivered that are required by any law or regulation.

## VI. BID PROCEDURE

The bidder is expected to carefully examine the proposed scope of work, specifications, special provisions, and contract forms before submitting a bid. Failure to do so will not relieve a successful bidder of his obligation to furnish all equipment and labor necessary to carry out the provision of this contract. The submission of a bid shall be considered prima facie evidence that the bidder has made such examination of the proposed scope of work, plans, bid, etc., and is familiar with the conditions to be encountered in performing the work and as to the requirements of the scope of work, specifications, special provisions, and contracts.

All bid submittals must contain the attached "Form of Bid". All blanks are to be filled in and returned with this complete set of papers to the Town Manager.

All bidders shall specify on the bid form the price cost as identified in the above specification and scope of work in both words and figures. All words and figures shall be written in ink. In case of a discrepancy between the words and the figures, the written word shall govern.

All bid submittals shall contain one (1) original and two (2) copies of the completed bid package.

Each bidder will submit a summary of qualifications and work experience together with a statement regarding the number of years the bidder has performed the work as required by the scope of work.

Each bidder will submit a listing of the mobilized equipment to be used and number of employees required to perform the work as required by the scope of work.

Each bidder shall provide a list of references and current clients (3 minimum each) that includes their names, addresses, and telephone numbers providing testimony to the work to be performed and/or services or products delivered.

Lack of experience on the part of the bidder may be grounds for disqualification.

The bid Package shall include at a minimum:

1. This entire document including all attachments
2. Bid Form
3. Summary of work experience
4. List of mobilized equipment and number of employees required to perform the work
5. Equipment Inventory
6. Summary of Qualifications
7. Listing of references and current clients

## VII. INSURANCE

The successful bidder shall submit to the Town of Hampton Insurance Certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of policies. Such certificates shall also contain the following statement: "The insurance covered by this certificate will not be canceled or materially altered, except after 10 days written notice has been received by the Town of Hampton."

The insurance required under this bid shall provide adequate protection for the successful bidder and any subcontractors employed by the successful bidder against damage claims, which may arise from work under the awarded contract, whether such work be by the insured or by anyone

employed by him, and also against any of the specialty hazards which may be encountered in the performance of the contract as enumerated in the supplementary general conditions.

The Town shall be named as an additional insured on each insurance policy.

The following shall be considered minimum standards for insurance required to perform the work or services provided in the Town of Hampton:

A. General Coverage

To be eligible to be awarded the contract to perform the work required under this bid, each bidder must submit a current certificate of insurance for General Liability; Automobile Liability; Excess Liability; Property (All risk including Theft & Fire); Contractual Liability from a company licensed to issue such insurance in the State of New Hampshire in the following amounts which shall be maintained during the life of the contract (excess or umbrella coverage may satisfy requirements).

Each Occurrence	\$1,000,000.00
General Aggregate	\$2,000,000.00

B. Workers' Compensation

To be eligible to be awarded the contract to perform the work required under this bid, each bidder must submit a current certification of Workers' Compensation Insurance in accordance with the provisions of New Hampshire Law from a company licensed to issue such insurance in the State of New Hampshire in the following amounts which shall be maintained during the life of the contract (excess or umbrella coverage may satisfy requirements).

Coverage A	Statutory
Coverage B	\$1,000,000.00

C. Sub-contractor Insurance

In case of any such work sublet, the successful bidder shall require any sub-contractor under the awarded contract to provide the same General Coverage Insurance and Workers' Compensation Insurance as described above for all of the sub-contractor's employees that are to be engaged in such work, unless such employees are covered by the protection afforded by the contractor's Workers' Compensation Insurance.

In case any class of employees engaged in hazardous work under the awarded contract is not protected under the Workers' Compensation statute, the successful bidder shall provide or shall cause each subcontractor to provide adequate employer's liability insurance for the protection of such of his employees who are not otherwise protected.

D. Cancellation of Insurance

The cancellation of any insurance held by the successful bidder and any sub-contractor under the awarded contract will automatically cancel any contract or bid. Each insurance policy shall contain a provision that the certificates of insurance shall not be altered or cancelled except with 10 days written notice to the Town of Hampton.

#### VIII. SUB-CONTRACTORS

All sub-contractors as used by the successful bidder must comply with all of the requirements of the bid and contract requirements as contained herein. Satisfactory proof or compliance with the specifications of the bid and contract requirements must be furnished to the Town prior to any sub-contractor performing any work under the awarded contract.

#### IX. LAWS, PERMITS AND LICENSING

It is the successful bidder's responsibility to adhere to and comply with all federal, state and local laws, regulations, and codes as well to all standards and practices relating to the work being performed and/or services or products delivered. In addition, it is the successful bidder's responsibility to procure and keep in effect any and all licenses, permits, notifications or other regulatory requirements relating to the work to be performed and/or services or products delivered.

#### X. INDEMNIFICATION

In accepting the awarded contract, the successful bidder agrees to hold harmless and indemnify the Town of Hampton and its officers, agents, and employees from any liability arising from the work to be performed and/or services or products delivered.

#### XI. RECEIPT OF BID

Sealed bids will be received until 2:30 PM on Tuesday, November 30, 2010 at the Town Manager's office.

Sealed bid envelopes must clearly be marked "2010-050 Compost Screening".

The Town of Hampton acting through the Town Manager and or the Board of Selectmen reserves the right to reject any or all bids, to award any bids, to waive any informality on bids received, and to omit any item or items as it may deem to be in the best interest of the Town. The decision of the Town Manager shall be final.

Once submitted, all bids must be held firm and not withdrawn for 90 days from the bid opening.

#### XII. AWARD

Before making its award, the Town shall consider the services and or product that best serves the processing needs and financial interests of the Town.

The decision of the Town Manager and/or the Board of Selectmen shall be final.

#### XIII. PAYMENT

Payment will be made within thirty (30) days of receipt of bill.

#### XIV. POSTING OF BIDS

All Bids are posted on the Town Website at [www.hamptonnh.gov](http://www.hamptonnh.gov). All potential bidders are requested to inform the Town of Hampton by email at [inquiries@town.hampton.nh.us](mailto:inquiries@town.hampton.nh.us) that they have obtained the bidding documents from the Town's Website. Please provide your name, address, phone number, and email address. This will enable the Town of Hampton to forward

any addenda distributed and/or additional information that may be required for compliance with the bid submittal to these potential bidders.

XV. FAXED BIDS/EMAILED BIDS

No faxed or emailed bids will be permitted. If a bid is received in either manner, it will be destroyed upon receipt.

XVI. PURCHASING POLICY APPLIES

The Town of Hampton's Purchasing Policy and Purchase Procedures apply to any bids received hereunder.

XVII. TERMINATION

The Town of Hampton acting through the Town Manager and/or the Board of Selectmen retains the right under this contract to terminate work and dismiss the successful bidder for non-performance with five (5) working days notice.

Additionally, upon such termination the Town of Hampton acting through the Town Manager and or the Board of Selectmen reserves the right to award the contract to the another bidder for completion of work under this bid.

All disputes shall be decided under the laws of the State of New Hampshire.

TOWN OF HAMPTON  
BID FORM

2010 -005 Compost Screening

Town Manager  
100 Winnacunnet Road  
Hampton, NH 03842

The bidder shall specify here in figures and words the total cost as specified in the written bid specifications and scope of work attached hereto and made a part hereof.

In accordance with the specifications, the undersigned hereby submits the following bid. Bid items shall include the cost of all equipment, materials, labor, tools, mobilization, and insurances associated with the screening of compost.

Screening of Compost:         \$ \_\_\_\_\_ / cubic yard (figures)

\_\_\_\_\_ dollars / cubic yard (words)

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Name of Bidder \_\_\_\_\_

Address of Bidder \_\_\_\_\_

City, State and Zip Code of Bidder \_\_\_\_\_

Business Telephone of Bidder \_\_\_\_\_

Business Fax Telephone Number of Bidder \_\_\_\_\_

E-Mail Address of Bidder \_\_\_\_\_

Bidders Website Address \_\_\_\_\_

Signature of Authorized Person \_\_\_\_\_

Date \_\_\_\_\_

By signing above you are attesting that you are duly authorized by law to commit the individual, association, partnership, company or corporation to the terms of the bid and resulting contract attached hereto.

Once submitted, all bids must be held firm and not withdrawn for 90 days from the bid opening.